

State of Idaho

\*\*\*\*

Send invoices to the  
address listed  
below or as indicated in  
the  
comments or instructions  
field  
Boise, ID 83720-0075



State of  
Idaho

THIS NUMBER MUST  
APPEAR  
ON ALL DOCUMENTS

Participating Addendum  
PADD1035

Participating Addendum

**DELIVER TO:** State of Idaho Various Agencies  
Various State Agencies  
located throughout Idaho  
\*\*\*\*  
Various, ID 83701

Date: Fri Feb 02, 2007  
F.O.B: Destination  
Terms:

**VENDOR:** SPRINT SOLUTIONS, INC  
2001 Edmund Halley Drive  
Reston, VA 20191  
Attn: WSCA Contract Manager  
Vendor Nbr:  
Emailed To: [mary.close@sprint.com](mailto:mary.close@sprint.com)  
Phone: 703 592-7546  
Fax: 703 433-4996  
Account Number: P00000068710

Start of Fri Dec 01, 2006  
Service Date  
Sat Oct 09, 2010  
End of Service  
Date:  
RFQ#: [RFQ05490](#)  
DOC#: PREQ11993

File(s) Attached:



SprintWirelessParticipatingAddendum.pdf



SprintContract\_exec10102006.pdf

Buyer: [MARK LITTLE](#) 208-332-1611

Item No	Description	Quantity UOM	Unit Price	EXTENSION
000	BLANKET PURCHASE AGREEMENT ( line item particulars follow )	1 lot		1000000.00
	Total:			1000000.00
Blanket Comments:	(For Blanket Comments Section of SBPO)  .....NOTICE OF STATEWIDE CONTRACT (SBPO) AWARD  Contract for Wireless Communications Services and Equipment for various State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Contract on an as needed basis.  Contract Title:.....Wireless Communications Services and Equipment Contract Usage Type:.....Mandatory Public Agency Clause: .....Yes Contract Administration:.... Gregory Lindstrom, IT Purchasing Officer ---Phone Number:.....208-332-1609 ---E-Mail:.....gregory.lindstrom@adm.idaho.gov			

<p>Contractor's Primary Contact Sprint Solutions, Inc          ---Attn:.....Mary Lou Close          ---Address:.....2001 Edmund Halley Drive          ---City, State, Zip:.....Reston VA 20191          Phone Number:.....703-592-7546          Fax Number:.....703-433-4996          E-Mail:.....mary.close@sprint.com</p> <p>CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.</p>				
<b>Item No</b>	<b>Description</b>	<b>Quantity UOM</b>	<b>Unit Price</b>	<b>EXTENSION</b>
001	<p>Wireless Communication Services and Equipment (Cellular Telephones) pursuant to WSCA Master Price Agreement (Nevada RFP/Contract Number 1523) from Sprint Solutions and the attached documentation. The price is an estimate only and can not be guaranteed.</p> <p>( 915-75 ) ( nt )</p>	1 LOT	1000000.00	1000000.00
<b>General Comments:</b>	<p>QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.</p> <p>INVOICES MUST BE SENT TO THE IDAHO ORDERING AGENCY.</p>			
<b>Instructions:</b>				
Freight / Handling Included in Price				
		By: MARK LITTLE		

**PARTICIPATING ADDENDUM  
State of Idaho Contract Number PADD 1035**

**WESTERN STATES CONTRACTING ALLIANCE  
SPRINT SOLUTIONS, INC  
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT  
MASTER PRICE AGREEMENT  
Nevada RFP/Contract Number 1523**

1. Scope: All state governmental entities within the State of Idaho and public agencies (as defined by Idaho Code, Section 67-2327) are authorized to purchase products and services under the terms and conditions of the Nevada Contract (Master Price Agreement). These public agencies include any city or political subdivision of the State of Idaho, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties, cities, or any political subdivision created under the laws of the State of Idaho; and public schools and institutions of higher education. It will be the responsibility of the public agency to independently contract (i.e., issue purchase orders) with the contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts.

2. Applicable Approved Purchasing Agreement: The following provisions supplement and/or add to the Master Price Agreement.

a. Parties to this Participating Addendum

The parties to this Participating Addendum (PA) are Sprint Solutions, Inc (Contractor) and the State of Idaho by and through its statutory agent, the Division of Purchasing within the Department of Administration (State) on behalf of the entities identified in the paragraph titled "Scope" of this Participating Addendum (procuring agencies).

b. Idaho Administration Reporting and Fees:

The contractor agrees to provide electronic (Microsoft Excel or similar) quarterly price agreement utilization reports to the Idaho administrator in accordance with the following schedule:

<u>Period End</u>	<u>Report Due</u>
June 30	July 31
September 30	October 31
December 31	January 31
March 31	April 30

The Contractor will submit quarterly reports to the Idaho Administrator. These reports shall include the gross Idaho sales, less returns, cancellations, and replacements for the quarterly period subtotaled by procuring agency name within procuring agency state

name. The report shall be accompanied with a check payable to the Treasurer, State of Idaho for an amount equal to 1.00% of the gross Idaho sales (less returns and credits) for the quarterly period. The State understands and agrees that Contractor will decrease the negotiated Nevada Price Agreement price by this amount. This report will be provided 30 calendar days from the close of the calendar quarter.

c. Applicable Law:

Notwithstanding Paragraph 5 (Incorporated Documents) of Nevada RFP/Contract Number 1523 or Paragraph 28 (Governing Law; Jurisdiction), Nevada RFP/Contract Number 1523 is supplemented with the following, which shall apply to this PA.

The State of Idaho's PA and all purchase orders issued thereunder by procuring agencies shall be construed in accordance with, and governed by the laws of the State of Idaho. Except to the extent the provisions of the PA are clearly inconsistent therewith, the PA shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC). To the extent this PA entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the IUCC, except where deeming such services as "goods" would result in a clearly unreasonable interpretation. Any action to enforce the provisions of this PA shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PA is held to be invalid or unenforceable by a court, the remaining terms of this PA will remain in force. The terms and conditions of the Master Price Agreement will apply to any and all services performed, including any services performed by a subcontractor to the contractor. No other terms or conditions will apply without the express written agreement of the State.

d. Assignment:

Paragraph 20 (Assignment/Delegation) of Nevada Price Agreement No. 1523 is deleted in its entirety and replaced with the following:

ASSIGNMENTS: No contract or order or any interest therein shall be transferred by the Contractor to whom such contract or order is given to any other party, without the approval in writing of the Administrator, Division of Purchasing. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the State. All rights of action, however, for any breach of such contract by the contracting parties are reserved to the State. (Idaho Code Section 67-5726(1))

3. Lease Agreements: A lease agreement has not been approved for use for procuring agencies within the State of Idaho.

4. Primary Contact: The primary contact and administrator of this agreement for the State of Idaho is as follows:

Gregory Lindstrom, IT Purchasing Officer  
Division of Purchasing  
5569 Kendall Street (Zip 83706-1231)  
P O Box 83720  
Boise, ID 83720-0075

Ph: 208-332-1609

The primary Contractor contacts for this agreement are as follows:

Mary Ellen Cantrell state, county and city agencies [maryellen.cantrell@sprint.com](mailto:maryellen.cantrell@sprint.com)  
(503)849-0375

Sprint District Sales Manager, [jerry.shiley@sprint.com](mailto:jerry.shiley@sprint.com)  
Daryl Russell Utilities and Federal Accounts [daryl.russell@sprint.com](mailto:daryl.russell@sprint.com) (503)849-1526

For questions and information regarding Nextel iDEN products and services, please contact Tia Adams (208)941-1134 or [tia.adams@sprint.com](mailto:tia.adams@sprint.com).

For questions and information regarding Sprint CDMA and EVDO products and services, please contact Tony Fallow (208)846-5770 or [tony.fallow@sprint.com](mailto:tony.fallow@sprint.com).

5. Master Price Agreement Number: All purchase orders issued by procuring agencies within the jurisdiction of this participating addendum shall include the following price agreement numbers:

1523 (Nevada)  
PADD 1035 (Idaho)

6. Subcontractors: Only the following subcontractors are authorized to perform services.

USA Mobility Local area rep Laura Huffaker 208-376-1996

Impact Wireless Owner Steve Masonheimer 208-855-0400

Best Cellular Owner Ivan Cenicerros 208-402-0042

Magic Cell Owner Julie Mills 208-280-0324

Intermountain Wireless Owner Dawn Hansen 208-243-1072

The above named entities are the only subcontractors approved at this time. Any future subcontractors (including any activation and/or ordering affiliates, also known as Certified Dealers or Partners) must be approved by the State. Such subcontractors shall be thoroughly trained in the Master Price Agreement ordering and contracting process. The above named entities will perform activations and order fulfillment services for the Contractor.

This PA and the Nevada Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this PA and the Nevada Price Agreement, together with its exhibits, shall not be added to or incorporated into this PA or the Nevada Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this PA

and the Nevada Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS HEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of Idaho  
Division of Purchasing

By: 

Name: Mark A. Little

Title: Purchasing Manager

Date: 1/25/07

Contractor: Sprint Solutions, Inc

By: 

Name: Mary Lou Close

Title: Manager, Contract Compliance

Date: 1/23/07

## CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada  
Acting By and Through Its

Various State Agencies  
Monitored By: Department of Administration  
Purchasing Division  
515 E Musser Street, Room 300  
Carson City NV 89701  
Contact: Teri Smith, Buyer  
Phone: (775) 684-0178 • Fax: (775) 684-0188  
Email: [tlsmith@purchasing.state.nv.us](mailto:tlsmith@purchasing.state.nv.us)

And

Sprint Solutions, Inc.  
2001 Edmund Halley Drive  
Reston VA 20191  
Contact: Mary Lou Close, WSCA Contract Manager  
Phone: (703) 592-7846 • Fax: (703) 433-4996  
Email: [mary.close@sprint.com](mailto:mary.close@sprint.com)

WHEREAS, NRS 284.173 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to the approval of the Board of Examiners, services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS §41.0307. "Independent Contractor" means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.
3. **CONTRACT TERM.** This Contract shall be effective upon Board of Examiners' approval (anticipated to be October 10, 2006) to October 9, 2010, unless sooner terminated by either party as specified in paragraph (9).
4. **NOTICE.** Unless otherwise specified, termination shall not be effective until 60 calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.
5. **INCORPORATED DOCUMENTS.** The parties agree that the scope of work shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence; a Contractor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract:  
ATTACHMENT AA: STATE SOLICITATION (RFP #1523) and AMENDMENTS 1 & 2; SCOPE OF WORK  
ATTACHMENT BB: NEGOTIATED ITEMS  
ATTACHMENT CC: CONTRACTOR'S RESPONSE
6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in paragraph (5) at a cost of the following Percentage Discounts on Standard Retail Rates as displayed on Sprint's website: Rate Plans: 25% discount;

MSA  
#2

**IDEN Handsets: 39% discount; IDEN Accessories: 20% discount; CDMA Handsets and Accessories are \$150.00 Service Credit applicable to consumer choice; with the total Contract or installments payable: Monthly upon receipt of vendor statement not to exceed \$2,000,000.00. Sprint may adjust its rates and charges or impose additional fees, charges or surcharges on Customer to recover amounts that it is required by governmental or quasi-governmental authorities to collect on their behalf, or to pay to other in support of statutory or regulatory programs, plus a commercially reasonable amount to recover the administrative costs associated with such charges or programs. Examples of such charges include, but are not limited to, state and federal Universal Service Fund Charges, Compensation to Payphone Providers, International Mobile Termination Charges, E911 or Wireless Pooling or Local Number Portability surcharges, as applicable. Cost recovery charges are not taxes or government required charges.** The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. **The contractual authority, as identified by the not to exceed amount, does not obligate the State of Nevada to expend funds or purchase goods or services up to that amount; the purchase amount will be controlled by the individual using agency's purchase orders or other authorized means of requisition for services and/or goods as submitted to and accepted by the contractor.** Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. **TIMELINESS OF BILLING SUBMISSION.** The parties agree that timeliness of billing is of the essence to the contract and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject the Contractor to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to the Contractor.

9. **INSPECTION & AUDIT.**

a. **Books and Records.** Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. **Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be available at Sprint's business offices during normal business hours for, inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant state agency or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph. Further, due to the highly sensitive and proprietary of some of Sprint's records, any third party auditor acting on behalf of the State shall be subject to prior approval by Sprint and may be required at Sprint's sole discretion to execute Sprint's standard Non-Disclosure Agreement prior to examining, inspecting, copying or auditing Sprint's records. Any audit conducted at the behest of the Purchasing Division and/or the contracting agency would only be upon written notice.

c. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in the Contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. **CONTRACT TERMINATION.**

a. **Termination Without Cause.** Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

b. **State Termination for Nonappropriation.** The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.



- c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:
- i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
  - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
  - iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
  - iv. If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
  - v. If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
  - vi. If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within thirty (30) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:
- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
  - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
  - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
  - iv. Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph (21).
11. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190.
12. LIMITED LIABILITY. The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited. Sprint's entire liability under this contract for any loss or damage caused by material breach by Sprint, its employees or agents related to Sprint's performance hereunder shall be as follows:
- i. For any claims whatsoever arising from or related to service disruption, regardless of the cause ("Service Disruption"), Sprint's sole liability is limited to a credit allowance equal to the proportionate charge to customer for the period of the Service Disruption. Service Disruptions do not include unavailability of the Service during periods of scheduled or unscheduled network maintenance.
  - ii. In no event is Sprint liable for any consequential, special, incidental, indirect, exemplary or punitive damages, nor for lost profits, loss of business, loss of data, loss of use, or lost savings or increased cost of operations, sustained by customer or any third parties in connection with this contract.
13. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event

14. **INDEMNIFICATION.** Sprint will indemnify and defend Customer, its directors, officer, employees, agents, and their successors from and against all third party claims for damages, losses, or liabilities, including reasonable attorney's fees, arising directly from performance of the Agreement and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the gross negligence or willful misconduct of Sprint or its subcontractors, directors, officers, employees or authorized agents.

**Contractor's Initials**

NO

- Handwriting practice lines for the letter 'y'.

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**Insurance Coverage:** The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

1. Final acceptance by the State of the completion of this Contract; or
2. Such time as the insurance is no longer required by the State under the terms of this Contract.

Any insurance or self-insurance available to the State shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor will endeavor to provide the State with renewal or replacement evidence of insurance within ten (10) days of the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

**Workers' Compensation and Employer's Liability Insurance**

- 1) Contractor shall provide proof of worker's compensation insurance as required of Nevada Revised Statutes Chapters 616A through 616D inclusive.
- 2) Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.  
If this contract is for temporary or leased employees, an *Alternate Employer* endorsement must be attached to the Contractor's workers' compensation insurance policy.
- 3) If the Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310, and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting State agency a fully executed "Affidavit of Rejection of Coverage Under NRS 616B627 and NRS 617.210" form.

**Commercial General Liability Insurance**

- 1) Minimum Limits required:  

<b><u>\$2,000,000.00</u></b>	General Aggregate
<b><u>\$1,000,000.00</u></b>	Products & Completed Operations Aggregate
<b><u>\$</u></b>	Personal and Advertising Injury
<b><u>\$1,000,000.00</u></b>	Each Occurrence
- 2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

**Business Automobile Liability Insurance**

- 1) Minimum Limit required: **\$ Waived** Each Occurrence for bodily injury and property damage.
- 2) Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).  
The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

**Professional Liability Insurance**

- 1) Minimum Limit required: **\$ Waived** Each Claim
- 2) Retroactive date: Prior to commencement of the performance of the contract
- 3) Discovery period: Three (3) years after termination date of contract.
- 4) A certified copy of this policy may be required.

**Umbrella or Excess Liability Insurance**

- 1) May be used to achieve the above minimum liability limits.
- 2) Shall be endorsed to state it is "As Broad as Primary Policy"

**Commercial Crime Insurance**

Minimum Limit required: **\$ Waived** Per Loss for Employee Dishonesty

This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.

### **Performance Security**

Amount required: **\$Waived**

- 1) Security may be in the form of surety bond, Certificate of Deposit or Treasury Note payable to the State of Nevada, only.
- 2) The security shall be deposited with the contracting State agency no later than ten (10) working days following award of the Contract to Contractor.
- 3) Upon successful Contract completion, the security and all interest earned, if any, shall be returned to the Contractor.

### **General Requirements:**

- a. **Additional Insured:** By endorsement to the general liability insurance policy evidenced by Contractor, *The State of Nevada, Department of Administration, its officers, employees and immune contractors* as defined in NRS41.0307 shall be additional insured for all liability arising from the Contract via Sprint's blanket endorsement viewable at <http://www.sprint.com/MoiNextel>.
- b. **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insured.
- c. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insured clause.
- d. **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the Risk Management Division.
- e. **Policy Cancellation:** Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, or non-renewed, and will endeavor to provide that notices required by this paragraph shall be sent by mail to the address shown above.
- f. **Approved Insurer:** Each insurance policy shall be:
  - 1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and
  - 2) Currently rated by A.M. Best as "A- VII" or better.

### **Evidence of Insurance:**

Prior to the start of any Work, Contractor must provide the following documents to the contracting State agency:

- 1) **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverage required of Contractor.
- 2) **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26) , signed by an authorized insurance company representative, **must** be submitted to the State to evidence the endorsement of the State as an additional insured per **General Requirements**, Subsection a above.
- 3) **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

**Review and Approval:** Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

**Mail all required insurance documents to the Contracting Agency identified on page one of the contract.**

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law and per Section 6 of this

Agreement. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Neither party may assign this contract or any rights hereunder, without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that Sprint may assign this contract to any parent, subsidiary or affiliate of Sprint or to any purchaser of all or substantially all its assets upon written notification to Customer.

21. STATE OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark or copyright protection. The Customer shall retain ownership rights on any documents prepared specifically for the State that includes customer's proprietary information, which will include, but not limited to invoicing, records, etc. All other intellectual property rights in the Products and Services remain in and/or are assigned to Sprint. In no event shall Sprint be precluded from developing for itself, or for others, products, services, or materials that are competitive with, or similar to, the Products and Services provided under this Agreement. In addition, Sprint shall be free to use its general knowledge, skills, and experience, and any ideas, concepts, know-how, and techniques within the scope of its business practices that are used in the course of providing the Products and Services to the Customer.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

- a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. LOBBYING The parties agree, whether expressly prohibited by federal, State or local law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
- b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES. Sprint does not manufacture Products and, except as provided in the Agreement, is not responsible for any defects in the Products or for the acts or omissions of the original equipment manufacturer. Except as, and then only to the extent, expressly provided in this agreement products and services are provided "as is." Sprint disclaims all express or implied warranties and in particular disclaims all warranties of merchantability, fitness for a particular purpose, and warranties related to equipment, material, services, or software.

27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

29. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

H. Young Frazz 9/8/06  
Independent Contractor's Signature Date

VP, Public Sector  
Independent's Contractor's Title

Greg Smith 9-11-06  
Greg Smith Date

Administrator, Purchasing Division  
Title

[Signature]  
Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

On 10-10-06  
(Date)

Susan E. Lee  
Deputy Attorney General for Attorney General

On 9-19-06  
(Date)